

Terms of Use Agreement

Effective Date: June 1, 2013

Last Updated on 6/01/13

THIS TERMS USE AGREEMENT ("TERMS") IS A BINDING CONTRACT BETWEEN WIN2ITION, INC., A GEORGIA NONPROFIT CORPORATION ("WIN2ITION" OR "WE") AND YOU ("YOU" OR "APPLICANT USER".) BEFORE SUBMITTING INFORMATION TO US VIA THE "CONTACT US" SECTION OF THE WIN2ITION WEBSITE (THE "SITE"), PLEASE READ THESE TERMS RELATING TO YOUR USE OF THE SITE CAREFULLY.

By using the Site and submitting information to Us on the "Contact Us" page to via the Site, You (a) acknowledge that you have read, understand, and expressly agree to be legally bound by these Terms (including our [privacy policy](#) ("Privacy Policy")), (b) agree to follow these Terms and all applicable laws and regulations governing our Site, (c) represent and warrant that you are at least 21 years old, are a resident of the United States or lawfully consent to U.S. jurisdiction for all purposes on our Site as if a resident, and have the right, authority, and capacity to enter into these Terms (either on behalf of yourself or the person you represent if you are using this Site on behalf of another person). If you do not agree with the foregoing, you are not authorized to contact Us on the Site.

All capitalized terms are defined herein or in our [Privacy Policy](#) which is incorporated herein by reference.

WIN2ITION PROVIDES THE INFORMATION AND SERVICES ON THE SITE TO YOU CONDITIONED UPON YOUR ACCEPTANCE, WITHOUT MODIFICATION, OF THESE TERMS. THE ENTITIES LISTED ON THE SITE THAT MAY HAVE SERVICES OR GOODS AVAILABLE, REGARDLESS OF TYPE OF SERVICE OR GOODS, ARE REFERRED TO AS "-ADVISOR." "ADVISORS," "PARTNER" or "PARTNERS."

THE SITE CURRENTLY INCLUDES ADVISOR AND PARTNER INFORMATION PROVIDED TO WIN2ITION.COM., BUT MAY INCLUDE OTHER SITES FROM TIME TO TIME.

Once You have submitted information on the "Contact Us" page, You will be able to use the Site and request services from Us. We are a nonprofit corporation. The submission process is described herein (see **NOMINATION** section).

APPLICANT USER:

When You submit information to Us on the "Contact Us" page, you authorize a WIN2ITION representative to contact You. You must submit information in order to be considered for services through the Site.

Once You have submitted information on the “Contact Us” page, You will be considered an applicant for purposes of receiving services from Us. You may change your information at any time.

As part of the submission process, You may be asked to provide information to Us. You are solely responsible and liable for all Content posted to the Site and any correspondence made under your name.

SUBMISSION:

When you click the “SUBMIT” button on the “Contact Us” page of our Site, You are submitting information to WIN2ITION for the purpose of nominating for services and/or goods that might be offered from time to time by Us and our Partners (“Offer”).

If We agree to offer services or goods to You and You accept, You understand that these services and/or goods are offered to You as-is, without warranty, and you agree to be bound by these Terms.

Cancellations:

You may cancel your CONTACT US submission at any time. Please notify Us that you no longer wish to be considered for services and/or goods and we will withdraw your SUBMISSION.

Additional Terms:

1. MODIFICATION OF TERMS

We reserve the right, at our discretion, to change, modify, add or remove portions of these Terms periodically. Such modifications will be effective immediately upon posting of the modified Terms to the Site. Your continued use of the Site following the posting of changes to these Terms will mean that You accept those changes. To update the Terms, we will post the changed version and its effective date on the Site.

2. ADDITIONAL TERMS AND CONDITIONS.

Additional terms and conditions of WIN2ITION may apply to your SUBMISSION. You agree to be bound by such additional terms and conditions. You understand that if You violate any of such additional terms and conditions some remedies may include but are not limited to Us canceling Your SUBMISSION, and You may forfeit any goods or services that We have previously offered to You. We reserve the right to suspend your SUBMISSION temporarily or permanently and to reject or cancel any SUBMISSION.

3. MODIFICATIONS TO SITE

We reserve the right from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof). We will not be liable to You or any third party for any such modification, suspension or discontinuance.

5. SUBMITTING CONTENT TO WIN2ITION

You must submit certain information (Content) to US when you complete a SUBMISSION. When You submit Content, You warrant and represent that You have all rights necessary to submit such Content to Us, and You grant to Us the right to share your Content with Our Affiliates, Partners and Advisor(s), all without the violation of any other person's rights to privacy or other rights or of any laws or regulations. You acknowledge that the Site does not have any digital rights management or other security technology features to restrict someone who reviews Content from copying and redistributing it. To submit Content on the Site, You must first complete the registration process. You agree to provide true, accurate, and complete information during the registration process. You also agree that You will maintain and update such information to maintain its truth, accuracy, and completeness. We reserve the right to terminate your use of the Site upon the discovery or belief that the information You provided is not complete or accurate. As part of the registration process, You may be asked to create a user name and password. You agree to safeguard your user name and password, and You authorize us to accept any use of the Site through your user name and password as being used by You or someone authorized to act for you. For example, as between WIN2ITION and You, You are solely responsible and liable for all Content submitted through the Site and any correspondence made under your name and password.

6. PROHIBITED CONTENT

You agree not to submit to Us any Content

- (a) that is untrue, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive to another person's privacy, hateful, or racially, ethnically or otherwise objectionable;
- (b) that You do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships, counseling relationships or under any nondisclosure agreements);
- (c) that is false or misleading information;
- (d) that is considered unsolicited or unauthorized;
- (e) that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or
- (f) that violates any applicable local, state, national or international law, regulation, or statute.

7. PROHIBITED CONDUCT

You agree not to

- (a) use the Site in any way that violates any applicable local, state, national or international law, regulation, or statute;
- (b) access, tamper with, or use non-public areas of the Site;
- (c) gather or use information, such as email addresses, available from the Site to transmit any unsolicited advertising, "junk mail," "spam," or "chain letters";
- (d) frame any part of the Site, or link to the Site, except as permitted in writing by Us; or

(e) impersonate or misrepresent your affiliation with any person or entity.

8. ENDORSEMENTS AND LINKS TO OTHER WEBSITES

This Site may contain links to other websites. We are not responsible for, and cannot guarantee the quality, safety or performance of, goods and services provided by our Vendors, suppliers, Advisors or Partners or by owners of other websites that we link to. A business listing on our Site does not constitute our endorsement of the business featured in the listing or of any product, service or other material offered through such business. Once You choose to link to another website, You should read that website's privacy statement before disclosing any personal information.

Many of the products, business listings and other materials available on our Site may be posted by Vendors or other third parties. We do not review every business listing or posting made in other areas available for public postings, nor do we take steps to confirm the accuracy of any listings or postings submitted by Vendors or other third parties. We do not endorse or guarantee the accuracy of any listing or posting. The information is intended to be used only as a guideline.

9. INTELLECTUAL PROPERTY RIGHTS.

(a) Grant of Limited License. The materials available through our Site are the property of WIN2ITION and its affiliates, Vendors, Partners, licensees or suppliers, and are protected by copyright, trademark and other intellectual property laws. You are free to review, email and/or print information contained in the Site for the limited purposes of education and assistance. Unless indicated otherwise, nothing contained in these Terms shall be construed as granting any license to intellectual property rights. We reserve the right to revoke this limited license at any time without notice and with or without cause.

You may not otherwise reproduce any of the materials without our prior written consent. You may not distribute copies of materials found on this Site in any form (including by email or other electronic means) without our prior written permission. Vendors and Partners may distribute specific materials from our Site to their authorized users or Customers, as the case may be, for the limited purpose of education and assistance.

(b) Trademarks. All WIN2ITION graphics, logos, page headers, scripts, and service names are trademarks or trade dress of WIN2ITION. All other trademarks not owned by WIN2ITION that appear on this Site are the property of their respective owners. You may not use any trademark or service mark appearing on this Site without the prior written consent of the owner of the mark.

10. PRIVACY POLICY

You confirm that You have read our [Privacy Policy](#), the terms of which are incorporated herein, and agree that the terms of our Privacy Policy are reasonable and satisfactory to You. You consent to our use of your personal information as set forth in our Privacy Policy. To the extent permitted by law, we make no representation or warranty with regard to the sufficiency of the security measures used for data handling and storage. We will not be responsible for any actual or consequential damages that

result from a lapse in compliance with the [Privacy Policy](#) because of a security breach or technical malfunction.

11. TERMINATION

We may, in our sole discretion and in addition to any other remedies available to Us, with or without cause, withdraw, suspend or discontinue at any time any materials or services available on the Site, your user-name and password, and any functionality or features in or on the Site.

12. INDEMNIFICATION

You agree to defend and indemnify Us and any Vendors, third party providers and distributors and their respective officers, directors employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, brought by or on your behalf in excess of the liability described herein or by third parties as a result of your use of this Site (including without limitation any violation by You of these Terms).

13. RISK OF USE

YOU USE THE SITE AND SITE CONTENT AT YOUR OWN RISK. THE SITE MAY NOT BE ACCURATE OR ERROR-FREE, WORK FOR YOUR PARTICULAR SITUATION, OR BE SUITABLE OR APPROPRIATE FOR YOU. WE STRONGLY URGE YOU TO CONSULT A PROFESSIONAL OR SOME OTHER AUTHORITY IN THE APPROPRIATE FIELD BEFORE USING ANY OF THE SITE CONTENT. WE DO NOT GUARANTEE THAT THE SITE WILL BE ERROR FREE OR THAT IT OR THE SERVERS THAT OPERATE IT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WIN2ITION IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF OFFERS OR, ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

WIN2ITION ASSUMES NO RESPONSIBILITY AND WILL NOT BE LIABLE FOR ANY DAMAGES TO OR VIRUSES THAT MAY AFFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THIS SITE. YOU (AND NOT WIN2ITION) ASSUME THE ENTIRE RISK OF ANY RELIANCE ON THESE MATERIALS.

WITHOUT LIMITING THE FOREGOING, THE SITE AND SITE CONTENT ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE."

14. DISCLAIMER OF WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WIN2ITION MAKES NO REPRESENTATION ABOUT THE SUITABILITY OF THE MATERIALS ON THIS SITE FOR ANY PURPOSE. ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED

GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THIS SITE ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. WIN2ITION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS SITE. TO THE FULLEST EXTENT PERMISSIBLE, WIN2ITION DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. WIN2ITION DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THIS SITE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE AND/OR ITS SERVERS WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. WIN2ITION DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MATERIAL OF ANY KIND CONTAINED WITHIN THIS SITE FOR ANY PURPOSE, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTENT.

WITHOUT LIMITING THE FOREGOING, NO WARRANTY OR GUARANTEE IS MADE (I) REGARDING THE CONTENT OR ACCEPTANCE OF ANY SUBMISSION, (II) THAT YOU WILL RECEIVE ANY GOODS OR SERVICES, OR (III) REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR THE SERVICES OF WIN2ITION..

OUR LIABILITY FOR BREACH OF WARRANTY SHALL BE LIMITED TO THE VALUE OF ANY GOODS OR SERVICES RECEIVED AT THE TIME OF ACCEPTANCE (IF ANY). UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR YOUR COSTS, GOOD WILL OR OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER.

15. LIMITATION OF LIABILITY

OUR LIABILITY FOR A BREACH OF ANY OBLIGATIONS HEREUNDER SHALL BE LIMITED TO THE PRICE OF SERVICES RENDERED OR GOODS DELIVERED. UNDER NO CIRCUMSTANCES SHALL WIN2ITION BE LAIBLE FOR YOUR COSTS, OR OTHER SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE. Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation or exclusion may not apply to you.

16. NO AGENCY

Our relationship is that of independent contractors, and neither of us nor any of our respective officers, agents or employees will be held or construed to be partners, joint

ventures, fiduciaries, employees or agents of the other. You may not assign, convey or delegate your rights, duties or obligations hereunder.

17. NO THIRD PARTY BENEFICIARIES

Neither of us intends that any third party will be a beneficiary of or entitled to rely on any part of these Terms.

18. COPYRIGHT INFRINGEMENT

We respect the intellectual property rights of others and require that the people who use the Site do the same.

The Digital Millennium Copyright Act of 1998 (as amended, the DMCA) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted in this Site infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. If you believe in good faith that we have wrongly filed a notice of copyright infringement against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see [17 U.S.C 512](#) for details. Notices and counter-notices with respect to the Site should be sent to: WIN2ITION Attention: Legal Notice, 11720 Amberpark Drive, Suite 600, Alpharetta, Georgia 30009. We suggest that you consult your legal adviser before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

19. NOTICES

We will give You any notices by posting them on the Site. You authorize us to send notices via electronic mail as well if WIN2ITION decides, in its sole discretion, to do so. You agree to check the Site for notices, and that You will be considered to have received a notice when it is made available to You by posting on the Site. You may give Us notice at the address for WIN2ITION contained in paragraph 19 above.

20. GENERAL INFORMATION

You are responsible for compliance with applicable local laws. If any term or condition contained in these Terms is deemed invalid, void or for any reason unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of the remainder of the Terms. These Terms are personal to You and You may not transfer, assign or delegate these Terms to anyone. Any attempt by You to assign, transfer or delegate these Terms will be null and void. These Terms shall be governed by the State of Georgia, without regard to the principles of conflict of laws. You agree and consent to exclusive jurisdiction and venue in any state or federal court located in Woodstock, Cherokee County, Georgia. You agree that all electronic communications from us, including these Terms, originate in Woodstock, Cherokee County, Georgia and satisfy any legal requirement that such communication be in writing.

The paragraph headings in these Terms are included to help make these Terms easier to read and have no binding effect. These Terms comprise the entire agreement between You and WIN2ITION with respect to the use of the Site and supersedes all prior agreements between the parties regarding the subject matter contained herein. The failure of WIN2ITION to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. We suggest that You print out a copy of these Terms for your records.